

1 KEHOE & ASSOCIATES
Ty E. Kehoe, Esq.
2 Nevada Bar No. 006011
3 871 Coronado Center Drive, Suite 200
Henderson, Nevada 89052
4 Telephone: (702) 837-1908
Facsimile: (702) 837-1932
5 Email: TyKehoeLaw@aol.com
6 Attorney for Lerin Hills, Ltd.

E-Filed 7/7/06

7 ELMS HARMON MACCHIA, LLC
Thomas S. Harmon, Esq.
8 Texas State Bar No. 08990700
7800 IH 10 West Suite 600
9 San Antonio, TX 78230-4754
10 Telephone: (210) 349-8888
Facsimile: (210) 349-8805
11 Email: THarmon@elmslaw.com
Attorney for Lerin Hills, Ltd.

12 UNITED STATES BANKRUPTCY COURT

13 DISTRICT OF NEVADA

14 In re:

15 USA COMMERCIAL MORTGAGE
16 COMPANY,

17 Debtor.

Case No. BK-S-06-10725-LBR
Chapter 11

18 Examination:
Date: July 28, 2006
Time: 1:00 p.m.

19 **EX PARTE APPLICATION PURSUANT TO RULE 2004, FEDERAL**
20 **RULES OF BANKRUPTCY PROCEDURE, FOR EXAMINATION OF DEBTOR'S**
21 **PMK(S)**

22 Lerin Hills, Ltd. ("Lerin"), by and through its counsel, Ty E. Kehoe, Esq., pursuant to
23 Rule 2004, Federal Rules of Bankruptcy Procedure, hereby applies for the entry of an Order
24 providing for the examination of Debtor's person(s) most knowledgeable regarding the topics
25 listed on Exhibit A hereto. The oral examination is requested for **July 28, 2006 at 1:00 p.m.** at
26 the law office of Kehoe & Associates, 871 Coronado Center Drive, Suite 200, Henderson, NV
27 89052.

1 Applicant further requests that the Order provide that the oral examination be continued
2 from day to day, as necessary.

3 This Application is made to permit Applicant to examine the Debtor regarding
4 transactions between the Debtor and Lerin Hills, Ltd., the topics listed on Exhibit A hereto, and
5 any matters which affect the administration of the estate.
6

7 DATED this 7th day of July, 2006.

8 KEHOE & ASSOCIATES

9 

10 Ty E. Kehoe, Esq.
11 871 Coronado Center Drive, Suite 200
12 Henderson, Nevada 89052
13 Attorney for Lerin Hills, Ltd.
14
15
16
17
18
19
20
21
22
23
24
25
26
27

EXHIBIT A

DEFINITIONS

1. "Debtor" or "USA Commercial Mortgage" shall refer to USA Commercial Mortgage Company.
2. "Lender" or "Lenders" shall refer to the persons having advanced funds to Lerin Hills, Ltd. pursuant to the Promissory Note dated December 7, 2005 on the project commonly referred to as the Lerin Hills Project ("Lerin Hills Project and Loan"), and their agents and representatives.
3. "Promissory Note" shall mean that document related to the Lerin Hills Project and Loan.
4. "Loan Agreement" shall refer to that document related to the Lerin Hills Project and Loan.
5. "Deed of Trust" shall refer to that document related to the Lerin Hills Project and Loan.
6. "Person" or "Persons" refers to any person, firm, or entity.
7. "Power of Attorney" refers to any power of attorney granted by any Lender to Debtor or any other person relating to the Promissory Note.
8. "Loan Servicing Agreement" means those certain loan servicing agreements by and among Debtor and each of the Lenders.
9. "Project Disbursement Group" refers to that certain company referred to in the Loan Agreement called Project Disbursement Group.
10. "Communications" means any and all types of communications whether oral or otherwise as reflected in any writing, tape, video, or other means of transmitting information.
11. "Document" means any writing whether on paper or other form including emails and has the same meaning as in the Federal Rules of Civil Procedure.
12. "Borrower" refers to Lerin Hills, Ltd., and any and all of its officers and agents.

TOPICS

1. Loan relationship between Lerin Hills, Ltd., and USA Commercial Mortgage.
2. Consideration regarding the Promissory Note secured by the Deed of Trust dated December 7, 2005, between Lerin Hills, Ltd. and Lenders.
3. Principal and interest claimed due and owing on the Promissory Note between Lerin Hills, Ltd. and Lenders.

1
2 4. Amounts paid to the Lenders under the December 2005 Loan Agreement with Lerin Hills, Ltd.

3
4 5. Amounts paid to USA Commercial Mortgage, under the December 2005 Loan Agreement with Lerin Hills, Ltd.

5
6 6. Origination fees and other fees associated with the Promissory Note and Loan Agreement.

7
8 7. The latest statement, or accounting, by USA Commercial Mortgage, to its borrowers and private lenders on the Lerin Hills Promissory Note and Loan Agreement.

9
10 8. Consideration received by USA Commercial Mortgage in connection with the Loan Servicing Agreements, Promissory Note and any other documents executed in connection with the Loan Agreement with Lerin Hills, Ltd.

11
12 9. Names and addresses for the Lenders, participants to the Loan Agreement, and any parties that were added as beneficiaries under the Loan Agreement or related Deed of Trust, subsequent to January 1, 2006.

13
14 10. Source and purpose of amounts funded to Project Disbursement Group related to the Lerin Hills Project and Loan.

15
16 11. Explanation of Debtor's demand, dated July 29, 2006, for payment of Lerin Hills Loan, specifically focusing on the Exit Fee demanded therein.

17
18 12. Other issues concerning the assets and liabilities of the Debtor in Possession, and its reorganization.